

**U. S. GOVERNMENT
LEASE OF REAL PROPERTY**

1. THIS LEASE entered into in accordance with the Cooperative Use Act, 40 U.S.C., by and between the United States of America, hereinafter called Lessor, and ~~Seattle SMSA Limited Partnership dba VERIZON WIRELESS~~, hereinafter called the Lessee, whose address is, ~~One Verizon Way, Mail Stop 4AW100, Basking Ridge, NJ 07920~~, to use and occupy the property hereinafter described under the terms and subject to the conditions contained herein. *130 Washington Valley Road, Bedminster, New Jersey 07921
AT&T Network Real Estate*
2. WITNESSETH: The Lessor hereby leases to the Lessee the following described premises: Approximately 2,500 square feet of open land, located at the southeast area, adjacent to the fence line, and east of Warehouse 1, Bay 4, known as 2701 "C" Street Street SW, Auburn, WA 98001-7421 (Exhibit A attached and incorporated herein).

To be used exclusively for the following purpose: Installation & maintenance of one ¹ electronic cabinet to support one (1) monopole style antenna structure, not exceed one hundred fifty feet (150) feet in height. Storage and/or use of hazardous or flammable materials are strictly prohibited.
3. TO HAVE AND TO HOLD the premises with their appurtenances under the following term, Commencing: September 1, 2009, and ending August 31, 2014. Option to renew for three (3) additional five (5) year increments commences September 1, 2014, unless Lessee terminates at the end of the then current term by giving the Contracting Officer written notice of the intent to terminate at least six (6) months prior to the end of the then current term.
4. The Lessee shall pay the Lessor an annual rental of \$14,400.00 (Fourteen thousand four hundred dollars and 00/100), payable at the rate of \$1,200.00 (One thousand two hundred dollars and 00/100), per month in advance. Rent for part of a month shall be prorated. All payments shall be made payable to the General Services Administration, and shall contain the outlease contract number for identification purposes: GS-10PTE-OL-9-01. All payments are to be paid by check or money order, and mailed to the OFFICE OF FINANCE, GENERAL SERVICES ADMINISTRATION, PO BOX 894201, LOS ANGELES, CA 90189-4201, for receipt on or before the first day of each month. Transmittal via an electronic funds transfer (EFT) is preferred with arrangements made through the Office of Finance. This address is for the receipt of rental checks ONLY, with all other correspondence submitted to the Contracting Officer. Rent shall be increased on each annual anniversary of the Commencement Date to an amount equal to 103% of the annual rent payable with respect to the immediately preceding year.
5. The Lessee shall pay for all metered services and utilities as provided by the Lessor, on a twenty-four (24) hour basis, seven (7) days a week, based on local commercial utility rates. Lessee agrees to pay for such service upon receipt of the Lessor generated quarterly billing, or other agreed upon schedule. Receipt of said invoice shall be paid to the Lessor within thirty (30) days. Failure to reimburse the Lessor for services provided shall be cause for termination of this contract.
6. The following paragraph(s) were deleted/replaced before execution of this lease: Terms and Conditions - Paragraph J is replaced with Paragraph 10; Paragraph S is replaced with Paragraph 13.
7. Space offered is accepted "as is". Any proposed changes/alterations to the space shall be the sole responsibility of the Lessee, with prior approval of the Contracting Officer, or other authorized representative. Submissions of plans/drawings shall be through the Lessor's Property Manager or designated representative. (Paragraph B). No cards, signs, or billboards may be installed, other than signage as may be required by the Lessor. A concrete or other suitable pad must be installed, for the antenna support structure/cabinetry, provided it does not exceed the square footage allocated within the terms of the lease. Camouflage in the form of an enclosure or landscaping/coloration of the cabinetry is required to the satisfaction of the Lessor. No change in antenna support structure height or additional cabinetry, without the prior written consent of the Contracting Officer is offered. Cabinets shall not be stacked for any reason. Consent will not be unreasonably withheld or delayed for requested changes or approvals. Lessor shall provide key access on a twenty-four (24) hour basis, seven (7) days a week, provided the Lessor has been informed after-hours access is required.
8. The Lessee shall be subject to all Federal Property Regulations and Rules of Occupancy that apply to Federal tenants. General Services Administration shall administer such rules and regulations. Lessee shall install and operate all equipment in accordance with any licenses, permits, regulations and zoning ordinances as required by the applicable city, county, state or federal codes, relating to such use. The Lessee shall provide the Lessor a current copy of the FCC granted license with the expiration date clearly annotated. Lessor represents it has no knowledge of any substance, chemical, or waste on the site which may be identified as hazardous, toxic or dangerous, in any applicable federal, state, local law, or regulation. Lessee shall not introduce or use any such substances on site in violation of any applicable law.
9. The Lessor may terminate this lease as follows: (1) **Non Compliance** - The lease may be terminated by Lessor if Lessee fails to comply with any of the terms and conditions specified herein by the issuance of thirty (30) days written notice, provided that Lessee has not made sufficient attempts to cure; (2) **Insolvency or Bankruptcy** - Lessor may terminate the lease and re-enter and take possession of the property upon issuance of five days written notice to the Lessee, if it is determined the Lessee is insolvent, bankrupt, or placed in receivership, or if Lessee's assets are assigned to a trustee for the benefit of creditors. In any of these cases, Lessee shall have sixty (60) days to cure before termination notice is issued. (3) **Federal Requirement** - In the event the property is required by Lessor for a federal use, or if Lessee's use of the property is not consistent with federal program purposes, Lessor may terminate the lease upon one hundred eighty (180) days written notice to Lessee. (4) **Lessee Termination** - Lessee may terminate the lease, if it is reasonably determined the leased premises are no longer suitable for the intended usage under this lease, by virtue of the site's unsuitability as a communications facility for Lessee's purpose, by providing sixty (60) days written notice. (5) **Replacement Site** - In the event the property is required for federal use or Lessor identifies a federal use, or if the property is to be sold or transferred, Lessee shall have the first right of continued occupancy at the current location, or an offered alternate available location at Lessor's reasonable discretion. **Sub-lease** - Lessee may sub-lease space on its structure, with a rental rate not to exceed that of its own, and with an advance thirty (30) days written permission of the Lessor. Such permission shall not be unreasonably withheld. The Lessor shall hold a separate outlease contract with the sub-lessee, subject to all conditions required for compatibility.
10. Unless otherwise specified herein, Lessee shall, without expense to the Lessor and to the reasonable satisfaction of the Lessor, obtain and carry public liability insurance coverage for third party bodily injury liability, with limits of liability of \$2,000,000 combined single limits coverage for bodily injury and property damage. A certification of insurance shall be furnished the Lessor within fifteen (15) days from the date of execution of this lease. This policy for general third party liability shall include an endorsement naming the United States of America (GSA), as an additional insured as respects liability assumed in Paragraph E of this lease and arising out of the use and occupancy for leased premises by Lessee. The policy shall include the following statement or to the effect: "It is a condition of this policy the insurance company shall furnish written notice to the General Services Administration, Contracting Officer, in writing, thirty (30) days in advance of the effective date of any reduction to or cancellation of this policy." This Certificate of Insurance must be submitted to GSA, Contracting Officer, Real Estate Acquisition Division (10PR), 400 15th Street SW, Auburn, WA 98001-6599.
11. **Radio Frequency Interference** - Lessee shall ensure its use of the leased premises does not measurably interfere with existing operations on or immediately around the site, and situations creating the existence of Radio Frequency Interference (RFI), by Lessee's equipment, will be cured within ten (10) calendar days, after notice from Lessor. If such interference cannot be corrected within ten (10) calendars days based on extenuating circumstances; Lessor may grant an extension of time to cure the problem. If the Lessee cannot operate without creating an incurable RFI situation, this lease shall be automatically terminated by mutual consent.
12. Exclusive right to the site is not offered, however, Lessor shall provide adequate notice regarding the potential interference of Lessee's signal or equipment, by installation of a similar business on the site. Should interference be such that Lessee's signal is rendered inoperable, the potential secondary Lessee shall not be granted a lease or access to the site, based on all information made available to Lessor and the parties concerned. A final decision shall be made by the Contracting Officer in the best interest of the U. S. Government.
13. Lessee shall have the right to assign its contractual interest to any entity controlling, controlled by or under common control with the Lessee, to any party which acquires substantially all of the assets of the Lessee to any entity licensed by the FCC to operate a wireless communications business, or to any entity which acquires substantially all of the Lessee's assets in the Metropolitan Trading Area (MTA) in which the facility is located, provided that, in all such instances such assignee assumes in full all of Lessee's obligations under this agreement. The Lessee shall notify the Lessor with a minimum written thirty (30) days notice. Such notice shall not amend, nor modify the terms and conditions of the lease.

TERMS AND CONDITIONS

A. Lessee has inspected and knows the condition of the leased premises and agrees to accept same in its "as is" condition. It is further understood that the leased premises are hereby leased without any additions, improvements or alterations thereto.

B. Lessee shall not make any additions, improvements, repairs, or alterations to the leased premises without the prior written consent of Lessor in each and every instance.

C. The Lessor shall, except as otherwise specified herein and except for damages resulting from the act or negligence of the Lessee, his agents, employees, maintain in good repair and tenantable condition the demised premises, including the building and any and all equipment, fixtures, and appurtenances, whether severable or nonseverable, furnished by the Lessor under this lease.

D. Lessee shall use reasonable care in the occupation and use of the leased premises. Upon the expiration or termination of this lease, Lessee shall vacate the leased premises, remove his property therefrom and forthwith yield and place Lessor in peaceful possession of the leased premises, free and clear of any liens, claims, or encumbrances and in as good condition as the leased premises existed at the commencement of this lease, ordinary wear and tear excepted.

E. Lessor shall not be responsible for damage to property or injuries to persons, which may arise from or be incident to the use and occupation of the leased premises, nor for damages to the property or injuries to the person of Lessee or of others who may be on said premises at Lessee's invitation and Lessee shall hold Lessor harmless from any and all claims for such damages or injuries.

F. Lessee shall comply with all applicable Municipal and State Laws, ordinances and regulations; and obtain and pay for all licenses and permits as may be required.

G. Lessee agrees not to use the leased premises in any way which, in the judgment of the Lessor poses a hazard to the Lessor, the leased premises, other Lessees, or the building in part or whole, nor shall Lessee use the leased premises so as to cause damage, annoyance, nuisance or inconvenience to the building occupants or others.

H. Lessee, Lessee's agency, employees, invitees or visitors, shall comply fully with all Rules and Regulations Governing Public Buildings and Grounds as now posted or subsequently amended.

I. The Lessor reserves the right to enter the leased premises at all reasonable hours to inspect it, exhibit same or to make such repairs, additions or alterations as Lessor considers necessary for the safety, improvement or preservation of the Lessee's premises or any part thereof.

J. Unless otherwise specified herein, Lessee shall, without expenses to the Lessor and to the satisfaction of the Lessor, obtain and carry public liability insurance coverage for third party bodily injury liability with limits of liability for bodily injury and third party property damage liability in the amounts specified by the General Services Administration Contracting Officer. A certified copy of the policy with endorsement, manually countersigned, shall be furnished the Lessor within 15 days from the date of execution of this lease. The policy for general third party liability shall include an endorsement naming the United States of America, as an additional insured. The policy shall include the following endorsement: "It is a condition of this policy that the insurance company shall furnish written notice to the General Services Administration, Contracting Officer, in writing, thirty (30) days in advance of the effective date of any reduction to or cancellation of this policy."

K. If the Lessee shall fail to pay the rent herein provided or shall abandon the leased premises or shall fail to observe or perform any other conditions, covenants or agreement as herein stated, then the Lessor may, at its option: (a) declare this lease ended and terminated and may reenter the leased premises and remove all persons or things therefrom, and the Lessee hereby expressly waives all service of any demand or notice prescribed by any statute whatever, and (b) on

authority hereby granted the Lessor by the Lessee to dispose of such personal property left in the premises as deemed in the best interest of the United States of America and Lessee shall be liable for such damages as the Lessor may incur.

L. In the event that a state or local tax is imposed upon the occupancy, use, valuable possession, or valuable leasehold interest of or in the real property hereby leased, the obligation for the payment of the tax will be wholly that of the Lessee.

M. No member of or delegate to Congress, or resident Commissioner shall be admitted to any share or part of this lease agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to any corporation or company if the agreement be for the general benefit of such corporation or company.

N. The Lessee's name and location may be placed on the building directory, floor directory and/or door plate, if the building is so equipped. No signs of the Lessee shall otherwise be placed inside or outside of the demised premises unless specifically authorized by the Lessor in writing.

O. The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except bona fide employees or bona fide established commercial or selling agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty, the Lessor shall have the right to annul this lease without liability, or in its discretion, to require Lessee to pay in addition to the contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

P. The failure of Lessor to insist in any one or more instances upon performance of any of the terms, covenants, or conditions of this lease shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition, but Lessee's obligation with respect to such future performances shall continue in full force and effect.

Q. Any notice or advice to or demand upon Lessee shall be in writing and shall be deemed to have been given or made on the day when it is sent by certified mail to the Lessee's address indicated in paragraph 1, or at such other address as Lessee may hereafter from time to time specify in writing for such purpose. Any notice or advice to or demand upon Lessor shall be in writing and shall be deemed to have been given or made on the day when it is sent by certified mail to the Lessor's Contracting Officer address indicated on the signature page herein, or at such other address as Lessor's Contracting Officer may hereafter from time to time specify in writing for such purpose. The Contracting Officer is the Lessor's representative and is the only person who has authority to sign or amend the terms or conditions of this lease.

R. The Lessee agrees that he will not discriminate by segregation or otherwise against any person or persons because of race, color, creed, sex or national origin in furnishing, or by refusing to furnish to, such person or persons the use of any facility, including any and all services, privileges, accommodations, and activities provided therein.

S. Except with the prior written consent of Lessor, Lessee shall neither transfer nor assign this lease or any of his rights hereunder, nor sublet the leased premises or any part thereof or any property thereon nor grant any interest, privileges or license whatsoever in connection with this lease.

T. Lessee acknowledges that he acquires no right by virtue of execution of this lease to claim any benefits under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646.

U. If the property leased is located in a State requiring the recording of leases, the Lessee shall comply with all such statutory requirements at Lessee's expense.

IN WITNESS WHEREOF, the parties hereto have signed and sealed their presence on the date indicated below.

Executed this 10th day of SEPTEMBER, 2009

LESSEE:

IN PRESENCE OF:

By: _____
(Witness Signature)
(Print Name)

Seattle SMSA Limited Partnership; dba Verizon Wireless

By: Walter L. Jones, Jr., its general partner

9/18/09
(Signature) Walter L. Jones, Jr., West Area Vice President

FEDERAL TAX ID or SS#: 91-1237252

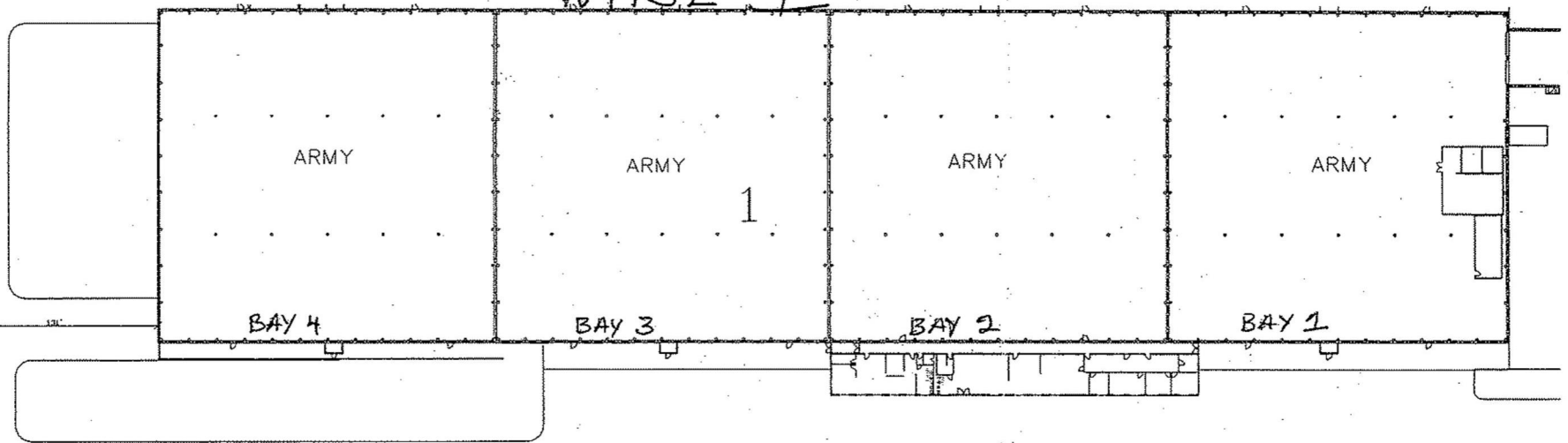
Accepted on behalf of the UNITED STATES OF AMERICA this 30th day of September, 2009

GENERAL SERVICES ADMINISTRATION

By: Lorraine A. Parham

LORRAINE A. PARHAM
CONTRACTING OFFICER
GSA, Real Estate Acquisition Div, 400-15th St SW
Auburn, WA 98001-6599
Contract No. GS-10PTE-OL-9-10

WHSE 1



USDA - FOREST SERVICE
BRIDGE PARTS

Power Pole

VERIZON TOWER
2500 SQ FT
50'x50'

2701 C ST SW
AUBURN, WA 98001

NU-WAY
32,864 SQ. FT.

GDL Tire Cage

FLEET PARKING

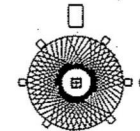
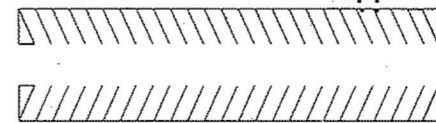


EXHIBIT A

INITIALS
&
LESSEE / GOVERNMENT
DATE:



EXHIBIT 'A'

LEGAL DESCRIPTION:

PORTION OF THE EAST HALF OF SECTION 24, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING WESTERLY OF NORTHERN PACIFIC RAILROAD RIGHT OF WAY AND SOUTHERLY AND EASTERLY OF A LINE BEGINNING AT THE CENTER OF SECTION 25, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;

THENCE NORTH 00°08'47" EAST 50.01 FEET;
THENCE NORTH 89°46'07" EAST 121.20 FEET;
THENCE ALONG CURVE LEFT RADially 603.11 FEET AN ARC DISTANCE OF 336.65 FEET;
THENCE NORTH 57°47'12" EAST 539.05 FEET;
THENCE NORTH 02°13'01" WEST 6159.51 FEET TO A POINT DESIGNATED AS POINT "A";
THENCE CONTINUING NORTH 02°13'01" WEST 147.56 FEET;
THENCE NORTH 88°43'03" EAST 29.55 FEET;
THENCE NORTH 02°08'55" WEST 148.31 FEET;
THENCE NORTH 36°32'05" EAST 402.14 FEET;
THENCE SOUTH 53°16'31" EAST TO SAID RAILROAD RIGHT OF WAY INCLUDING VACATED ROADS LYING WITHIN SAID DESCRIPTION AND INCLUDING PORTION HOUTZ HOME TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 21 OF PLATS, PAGE 38, IN KING COUNTY, WASHINGTON, LYING WITHIN SAID DESCRIPTION;
EXCEPT PORTION, IF ANY, FOR COUNTY ROAD 76;

AND EXCEPT BEGINNING AT POINT "A";
THENCE NORTH 87°53'10" EAST 616.91 FEET;
THENCE SOUTH 01°57'58" EAST 458.21 FEET;
THENCE SOUTH 87°46'47" WEST 614.90 FEET;
THENCE SOUTH 02°13'01" EAST 60 FEET;
THENCE NORTH 87°47'46" EAST 1116.88 FEET TO THE WESTERLY RIGHT OF WAY LINE OF COUNTY ROAD 76;
THENCE NORTH 02°12'33" WEST 453.55 FEET;
THENCE NORTH 53°16'31" WEST 1074.16 FEET;
THENCE SOUTH 36°32'05" WEST 402.14 FEET;
THENCE SOUTH 02°08'55" EAST 148.31 FEET;
THENCE SOUTH 88°43'03" WEST 29.55 FEET;
THENCE SOUTH 02°13'01" EAST 147.56 FEET TO THE TRUE POINT OF BEGINNING;

TOGETHER WITH PORTION OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SECTION 25, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;

THENCE NORTH 00°08'47" EAST 50.01 FEET;
THENCE NORTH 89°46'07" EAST 121.20 FEET;
THENCE ALONG A CURVE LEFT RADially 603.11 FEET AN ARC DISTANCE OF 336.65 FEET;
THENCE NORTH 57°47'12" EAST 539.05 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING NORTH 57°47'12" EAST 733.45 FEET;
THENCE ALONG A CURVE LEFT RADially 603.11 FEET AN ARC DISTANCE OF 630.88 FEET;
THENCE NORTH 02°08'50" WEST 92.34 FEET;

THENCE NORTH 89°46'06" EAST 57.79 FEET;
THENCE SOUTH 12°19'51" EAST 740.55 FEET TO A POINT ON THE WESTERLY MARGIN OF RAILROAD AVENUE;
THENCE NORTH ALONG SAID WESTERLY MARGIN TO THE NORTH LINE OF SAID SUBDIVISION;
THENCE WEST ALONG SAID NORTH LINE TO A POINT NORTH 02°13'01" WEST FROM THE TRUE POINT OF BEGINNING;
THENCE SOUTH 02°13'01" EAST TO THE TRUE POINT OF BEGINNING, INCLUDING PORTION OF VACATED HALL STREET THAT WOULD ATTACH BY OPERATION OF LAW;

EXCEPT THAT PORTION CONVEYED TO THE CITY OF AUBURN BY DEED RECORDED FEBRUARY 15, 2007 UNDER RECORDING NO. 20070215002017.